

REMARKS

In the Office Action mailed January 22, 2004, claims 1-12 were rejected under 35 USC §103 in view of Whitmyer '468 and Brown (Pat. No. 6,571,141) and claims 13-25 were rejected under 35 USC §103 in view of Whitmyer '468, Brown and Biffar (Pat. No. 6,205,435). Applicant respectfully responds to the Office Action by pointing out claimed features that are not fairly taught or suggested by the references.

Prior Art Rejections

A rejection under 35 USC §103 requires that the combined references suggest the claimed combination. (MPEP 706 and 2141 et seq.). Further, to support a rejection under §103, the references must suggest the desirability of the claimed invention. Obviousness can only be established by combining or modifying the teachings of the prior art to produce the claimed invention where there is some teaching, suggestion, or motivation to do so found either explicitly or implicitly in the references themselves or in the knowledge generally available to one of ordinary skill in the art. (MPEP 2143.01).

Under the Graham test, three factors must be evaluated: the scope and content of the prior art; the differences between the prior art and the claimed invention; and the level or ordinary skill in the art. (MPEP 706 and 2141 et seq.).

A. The Invention

The invention is directed to a computerized project management system that provides multi-user access and controls the access based on the user authorization level. The invention includes an administrative access control that allows an administrator to selectively grant access levels to project personnel (see Figs. 1B, 2 and 4A-B). The invention further includes features recited in other claims as described below including electronic filing and docketing, synchronizing records, and contract payment tracking.

B. Whitmyer '468

Whitmyer '468 is directed to a client authorization system, which generates web pages for clients to authorize actions. In the latest Office Action, the Examiner states that Whitmyer includes "an authorization structure coupled to the processor and configured to selectively allows the users to log into the control structure and access the records to selectively add,

modify and read project records depending on the user's access levels." The Examiner contends that it is "inherent to recognize that the item 14/update can add, edit modify and delete users respective attributes."

Applicant contends that the Whitmyer reference does not provide any factual basis for the Examiner's conclusions. In fact, Whitmyer does not teach or suggest any authorization structure whatsoever. Item 14 is a docket database. Whitmyer does not describe that the docket database 14 has anything at all to do with access levels, and certainly nothing that would allow users to "log into the control structure and access the records to selectively add, modify and read project records depending on the users' access levels, the authorization structure including administrative access control that allows selectively granting access levels to project personnel" as required by claim 1. There is nothing "inherent" that a docket database would have anything at all to do with user attributes. Applicant specifically rejects such contention as having no basis in fact.

If fact, the Whitmyer reference describes no ability for clients to log into the system and to have selective access to the data. The Examiner acknowledges that "Whitmyer fails to explicitly disclose Applicant's (sic) added limitation wherein the authorization structure including administrative access control that allows selectively granting access levels to project personnel." There is no suggestion in Whitmyer to incorporate any administrative access functions because Whitmyer does not teach or suggest a multi-user collaborative project system as set forth in the presently claimed invention. Specifically, Whitmyer '468 does not teach or suggest providing an authorization structure to selectively grant clients access to records, and which would allow a client to log into the computer system and be able to selectively add, modify or read project records based of their access levels.

C. Brown

Brown is directed to a security system for controlling access to motion control systems. Brown describes that the security system 110 places limits on what the motion control system designer can do when developing the application program 26 (col. 6 lines 41-43). The security system 110 compares the username and password with an internal database, set or list to determine the user's level of access. (col. 9 lines 30-32). Brown goes on to describe

the difference between a program administrator access level and an other user. Brown's description is limited to managing motion control systems. Brown does not teach or suggest using his security system in combination with a project management program that would grant different users with different access levels different rights to add, modify or read project records.

D. Biffar

Biffar is directed to a self-contained payment system with circulating digital vouchers. Biffar describes as technique for circulating digital vouchers with attached logs which contain a history of the transactions experienced by the voucher. This includes the creation and use of a digital voucher as the voucher circulates through the self-contained payment system.

The only references to an escrow account 30 are located in the Summary, col. 10 line 59, col. 13 line 58, and Fig. 4. The description of the escrow account is limited to describing it with reference to a bank account, for example, “[v]alue is transferred into an account by creating a digital voucher representing the value in the bank. Simultaneously to the voucher being created, in a parallel transaction the actual dollar value is transferred into an escrow account in the bank.” (see Summary col. 3 lines 54-58).

Biffar does not describe a “contract administrator structure configured to store agreed upon contract terms and an agreed upon a payment plan and deliverable plan between a buyer of a predetermined service and a seller of a predetermined service.” Biffar does not describe an escrow structure “configured to record a deliverable representing the seller performing the predetermined service, and when the deliverable is delivered to and approved by the buyer, to transfer from the escrow account the amount of money equal to the agreed upon payment plan.”

E. No Suggestion to Combine the References to Create the Claimed Invention

The Whitmyer '468 reference, Brown reference and Biffar reference do not offer any suggestion for combination. Whitmyer is directed to a legal docketing system that provides web pages for clients to approve actions. Brown is directed to a security system for motion control sensors. Biffar is directed to a voucher payment system. There is simply no

suggestion in these references to combine them. Further, there is no suggestion that a forced combination of the references would result in the claimed invention. These are required elements for the references to serve as §103 rejections. (MPEP 2143.01). Consequently, Applicant requests that the Examiner reconsider and withdraw the rejections as described below with respect to the pending claims.

Claims 1-5

Claims 1-5 are directed to aspects involving project access and docket administration.

Amended claim 1 recites an authorization structure as follows:

“an authorization structure coupled to the processor and configured to selectively allow the users to log into the control structure and access the records to selectively add, modify and read project records depending on the users’ access levels, the authorization structure including administrative access control that allows selectively granting access levels to project personnel”

The authorization structure in the present invention is very valuable since it supports security level access grants to any of a number of project personnel. This means that certain project personnel can have full read/write access while others have read-only access and while still others have no access.

Whitmyer ‘468 and Brown do not teach or suggest an authorization structure as claimed in claims 1-5. Consequently, Applicant requests that the Examiner reconsider and withdraw the rejection of claims 1-5.

Claims 6-10

Claim 6 is written in independent form substantially as originally submitted. Claims 6-10 are directed to aspects involving e-filing with another computer system. Specifically, claim 6 recites the elements of originally submitted claim 1 and further:

wherein the communication structure includes an electronic filing structure configured to electronically file a document with another computer system; and

wherein the memory is configured to store attributes of the document including a date stamp.

Whitmyer ‘468 and Brown do not teach or suggest the elements set forth in claims 6-10 including filing documents with other computer systems and storing associated attributes as claimed in claims 6-10. Consequently, Applicant requests that the Examiner reconsider and withdraw the rejection of claims 6-10.

Claims 11-12

Claims 11-12 depend from claim 1 and are directed to aspects involving synchronization. Specifically, claim 11 recites:

the control structure is configured to synchronize records with a remote computer by flagging downloaded records sent to the remote computer, and at a later time, comparing any uploaded records received from the remote computer, and reconciling the records.

Whitmyer '468 and Brown do not teach or suggest synchronizing files with another computer system, and then reconciling the records as claimed in claims 11-12. Consequently, Applicant requests that the Examiner reconsider and withdraw the rejection of claims 11-12.

If the Examiner continues the rejection of amended claim 1, Applicant requests the Examiner to indicate whether claims 11-12 would be allowable if re-written in independent form including all the limitations of originally submitted claim 1.

Claims 13-17

Claims 13-17 depend from claim 1 and are directed to aspects involving contract administration. Specifically, claim 13 recites:

a contract administrator structure configured to store agreed upon contract terms and an agreed upon a payment plan and deliverable plan between a buyer of a predetermined service and a seller of a predetermined service; an escrow structure configured to record a deposit representing an amount of money in an escrow account, according to the agreed upon payment plan; and

wherein the escrow structure is configured to record a deliverable representing the seller performing the predetermined service, and when the deliverable is delivered to and approved by the buyer, to transfer from the escrow account the amount of money equal to the agreed upon payment plan.

Whitmyer '468, Brown and Biffar do not teach or suggest contract administration as claimed in claims 13-17. Specifically, neither Whitmyer '468, Brown nor Biffar mention anything about contract terms, a payment plan and an escrow structure recited in the claims. Biffar mentions an escrow account in a bank, but does not teach or suggest the claims in combination with the other references. Consequently, Applicant requests that the Examiner reconsider and withdraw the rejection of claims 13-17.

If the Examiner continues the rejection of amended claim 1, Applicant requests the Examiner to indicate whether claims 13-17 would be allowable if re-written in independent form including all the limitations of originally submitted claim 1.

Claims 18-25

Claims 18-25 pertain to a project managed between a buyer and seller where the project includes a payment plan and staged escrow. Specifically, claim 18 recites:

the buyer and seller agreeing on a payment plan and deliverable plan;

the buyer depositing an amount of money in an escrow account, according to the agreed upon payment plan;
and

the seller performing the predetermined service, and when the deliverable is delivered to and approved by the buyer, receiving from the escrow account the amount of money equal to the agreed upon payment plan;

the seller maintaining an electronic docket related to the project to insure that predetermined deadlines are met.

Whitmyer '468 and Brown do not teach or suggest project management as claimed in claims 18-25. Specifically, neither Whitmyer '468 nor Brown mention anything about contract terms, a payment plan and an escrow structure. Consequently, Applicant requests that the Examiner reconsider and withdraw the rejection of claims 18-25.

Conclusion

For the reasons set forth above, Applicant submits that the pending claims recite subject matter that is not taught or suggested by the references. Accordingly, Applicant requests that the Examiner reconsider and withdraw the rejections, and issue a notice of allowance.

If any matters can be resolved by telephone, Applicant requests that the Patent and Trademark Office call the Applicant at the telephone number listed below.

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Respectfully submitted,

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